

**SYSTEM SOFTWARE ASSOCIATES, INC.
SOFTWARE LICENSE AGREEMENT**

Software License Agreement between System Software Associates, Inc. ("SSA") and the specific customer of SSA as identified on the reverse side hereof ("CLIENT").

This Software License Agreement, together with each Supplemental Schedule made a part hereto, contain the terms and conditions under which CLIENT agrees to acquire from SSA Software and On-Going Support.

1. DEFINITIONS. The following terms shall have the meanings set forth below:

"Agreement" means the combination of the terms and conditions set forth in this Software License Agreement together with the terms of each Supplemental Schedule made a part hereof.

"AS/SET Specifications" means action diagrams contained within the Software repository (or any portion thereof) as may be available from time to time in the ordinary course of SSA's business.

"Generated Code" means computer programs developed by or on behalf of CLIENT using certain Software products which provide for an information engineering based software application development environment.

"Licensed Computer" means the computer or workstations supported by SSA and identified in a Supplemental Schedule.

"Method of Acquisition" means the Software use option identified in a Supplemental Schedule; it being understood that CLIENT may select, to the extent available in the ordinary course of SSA's business and in accordance with SSA's then current policies and procedures, either (i) a computer "Level" based option (which enables CLIENT to use the Software on the Licensed Computer without limitation as to the number of individual users gaining access to the Software), or (ii) a user "Access" based option which restricts access to the Software on a Licensed Computer to either: (a) the maximum number of individual users per each Software product; or (b) in the case of workstation (client) designated Software, the maximum number of available workstations through which the Software may be accessed, as indicated in a Supplemental Schedule.

"Object Code" means the machine readable form of the Software.

"On-Going Support" means Software maintenance and telephone support as defined in Section 5, below.

"Run-Time License" means the graphical software interface, as and when available in the ordinary course of SSA's or SSA's Licensor's business, which is required to run a Software product in a BPCS for Windows operating environment; such interface to be regarded as "Additional Software", as that term is used herein.

"SSA's Affiliate" means a third party entity which has been authorized by SSA to market, distribute, and/or support some or all of the Software.

"SSA's Licensor" means a third party entity whose software products have been made available to SSA for distribution and licensing to clients of SSA in accordance with the terms contained in this Agreement. Certain software products developed by SSA's Licensor and made available hereunder may be referred to herein or in a Supplemental Schedule as either "Additional Software" or "Third Party Software".

"Software" means: (i) the software products identified in a Supplemental Schedule; (ii) the related documentation; (iii) the related Updates and Upgrades to such software products and documentation; (iv) modifications and improvements of such software products, documentation, Updates and Upgrades; and (v) all copies of the foregoing. Unless designated otherwise in a Supplemental Schedule, the Software shall be made available to CLIENT in Object Code and Source Code format (including AS/SET Specifications as may be available from time to time in the ordinary course of SSA's business), except for decision support products, security programs, and Software designated in SSA's standard price list as either AS/SET, AS/Vision, Budgets and Modeling, EDI, Information Retrieval, Run-Time Licenses, User/Vision, and Vision: Flashpoint Developer, or as otherwise designated in a Supplemental Schedule, which Software products shall be made available in Object Code format only.

"Source Code" means the human readable form of the Software including all comments and procedural code such as job control language.

"Supplemental Schedule" shall have the meaning as set forth in Section 2, below.

"Updates" means error corrections and maintenance releases to the Software. Subject to availability in the ordinary course of SSA's (or SSA's Licensor's) business, Updates shall be provided at no additional charge for so long as CLIENT obtains On-Going Support.

"Upgrades" means Software enhancements that accomplish incidental, structural, functional, and performance improvements for which SSA does not generally impose a separate charge. Subject to availability in the ordinary course of SSA's (or SSA's Licensor's) business, Upgrades shall be provided at no additional charge for so long as CLIENT obtains On-Going Support.

2. SUPPLEMENTAL SCHEDULE - ORDERING PROCEDURE. SSA will furnish to CLIENT and CLIENT will accept and pay for the Software and On-Going Support identified in a Supplemental Schedule.

Supplemental Schedule	SSA Client/Server Software products
A	BPCS Software
B	Additional Software
C	Third Party Software

Additional terms and conditions set forth in each Supplemental Schedule shall apply only to the Software listed in the Supplemental Schedule. CLIENT may

order Software and On-Going Support under this Software License Agreement by submitting a properly completed and signed Supplemental Schedule. SSA may elect to alter, change, delete or add a Supplemental Schedule listing for the purpose of reflecting SSA's then current product offerings, policies and procedures. Any such change shall apply to future orders for Software and On-Going Support which are placed by CLIENT and accepted by SSA in accordance with the terms of this Agreement.

3. OWNERSHIP. CLIENT acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of SSA (or SSA's Licensor), and that CLIENT shall gain no right, title or interest in the Software by virtue of this Agreement other than the non-exclusive right of use granted herein. Without limiting the foregoing, subject to the provisions of Section 11, CLIENT specifically acknowledges SSA's (or SSA's Licensor's) exclusive rights to ownership of any modification, translation or adaptation of the Software (including, but not limited to, any modification, translation or adaptation of the Software) and any other improvement or development based thereon, which is developed, supplied, installed or paid for by or on behalf of CLIENT.

4. LICENSE OF SOFTWARE. In consideration of CLIENT's payment of the Software license fees and On-Going Support fees specified in a Supplemental Schedule, SSA grants to CLIENT a perpetual, personal, nontransferable and non-exclusive right and license to use the Software on the Licensed Computer referred to therein. CLIENT represents, warrants and agrees that the Software will be used only in accordance with the terms, conditions and limitations set forth in this Agreement, and only for the benefit of CLIENT and its subsidiaries (companies more than fifty (50%) percent owned and controlled by CLIENT).

5. ON-GOING SUPPORT. As and when available from time to time in the ordinary course of SSA's business, SSA (or SSA's Licensor or SSA's Affiliate, as determined by SSA) shall, unless indicated otherwise in a Supplemental Schedule, make available to CLIENT: (i) Updates and Upgrades; and (ii) access via telephone (or other electronic means as determined by SSA) to qualified technical personnel for advice and consultation regarding CLIENT's use of the Software (collectively "On-Going Support").

Unless indicated otherwise in a Supplemental Schedule, during the first twelve (12) months this Agreement remains in effect, SSA (or SSA's Licensor or SSA's Affiliate, as determined by SSA) shall provide to CLIENT On-Going Support and, in consideration thereof, CLIENT shall pay SSA an On-Going Support fee equal to eighteen (18%) percent of SSA's current standard Software license fee for the Software listed in a Supplemental Schedule. After the first twelve (12) months, and for a period of two (2) consecutive years thereafter, CLIENT may elect to receive On-Going Support upon payment to SSA of an annual On-Going Support fee equal to eighteen (18%) percent of the then current Software license fee charged to new customers of SSA for the then current version of the Software listed in the Supplemental Schedule and acquired under the same Method of Acquisition. Thereafter, CLIENT may elect to receive On-Going Support upon payment of such fees to be established by SSA in accordance with SSA's then current policies and procedures.

The On-Going Support fee together with the initial term (beginning upon the effective date of the related Supplemental Schedule) during which On-Going Support will be made available by SSA (or SSA's Licensor or SSA's Affiliate, as determined by SSA) are detailed in the Supplemental Schedule. In the event of conflict between any On-Going Support fee calculated in accordance with the foregoing paragraph and the corresponding fee set forth in the Supplemental Schedule, the fee set forth in the Supplemental Schedule shall govern and control with respect to the Software identified therein.

SSA will invoice CLIENT the appropriate On-Going Support fee annually prior to the anniversary date of this Agreement or, in the case of multiple year commitments for which full payment has been received by SSA, prior to the expiration of such commitment and annually thereafter. If CLIENT elects to renew On-Going Support, it shall pay the applicable On-Going Support fee prior to the expiration date of the On-Going Support services then being provided.

Nothing in this Section shall entitle CLIENT to receive Software updates and upgrades which are separately priced and licensed by SSA (or SSA's Licensor or SSA's Affiliate) as new products.

If CLIENT allows On-Going Support to lapse, it may thereafter renew such support for the affected Software by paying the then current annual On-Going Support fee plus an amount equal to the aggregate On-Going Support fees that would have been payable for the affected Software during the period of lapse.

Whenever SSA issues a Software Upgrade, SSA (or SSA's Licensor or SSA's Affiliate, as determined by SSA) will continue to provide On-Going Support for, at a minimum, the two (2) versions immediately preceding the latest Upgrade; subject to SSA's option to discontinue such support earlier by providing CLIENT with no less than six (6) months prior written notice (in which event CLIENT may be entitled to a prorated refund of the applicable On-Going Support fees previously paid to SSA for the balance of the discontinued support period).

6. SERVICES EXCLUDED. This Agreement covers only the right to use the Software and acquire On-Going Support. To the extent CLIENT requires any other related services not specifically addressed in this Agreement (e.g. software installation, custom programming, training, integration of Updates and Upgrades), CLIENT may procure such services (to be performed by SSA, SSA's Licensor, SSA's Affiliate, or other third party as appropriate) by separate contract. CLIENT agrees that SSA shall not be responsible for the results attained from any such services directly provided to CLIENT by SSA's Licensor, SSA's Affiliate, or other third party not related to SSA.

7. PROPRIETARY DATA; CONFIDENTIALITY. CLIENT acknowledges that the information contained in the Software is confidential and contains trade

secrets and proprietary data belonging to SSA (SSA's Licensor), and that the presence of copyright notices on the medium containing the Software does not constitute publication or otherwise impair the confidential nature thereof. CLIENT shall implement all reasonable measures necessary to safeguard SSA's (and SSA's Licensor's) ownership of, and the confidentiality of the Software, including without limitation: (i) to allow its employees, agents and third parties access to the Software only to the extent necessary to permit the performance of their ordinary services to CLIENT and to require, as a condition to such access, that such persons comply with the provisions of this Section 7; (ii) to cooperate with SSA (and SSA's Licensor, if appropriate) in the enforcement of such compliance by CLIENT's employees, agents and third parties; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that CLIENT may, at no additional charge, make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency (or for replacement in the event of material destruction of the media containing the Software originally provided by SSA), and then in either case only if all copyright and confidentiality notices are included in the copy. CLIENT acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to SSA (and/or SSA's Licensor). Notwithstanding the foregoing, CLIENT agrees not to disclose the Software (without SSA's prior written consent) to any service bureau or other agent or third party whose primary function shall be to provide CLIENT with day-to-day management and support responsibility of the Software.

8. WARRANTY. SSA warrants to CLIENT that the Software (excluding Software made available by SSA's Licensor) does not violate any United States copyright or patent or other third party intellectual property right. SSA's sole obligation in respect to a breach of this warranty shall be to modify or replace the Software so as to eliminate the infringement.

SSA further warrants that for so long as CLIENT obtains On-Going Support from SSA and remits, on a timely basis, the related On-Going Support fee pursuant to Section 5, the Software (excluding Third Party Software) shall function substantially in accordance with its related user documentation provided by SSA (or SSA's Licensor). In the case of all Software except Additional Software and Third Party Software, SSA's sole obligation in respect of a breach of this warranty shall be to modify or replace the Software so as to correct the defective performance. In the case of Additional Software, SSA's sole obligation shall be to exercise its best efforts to either: (i) modify or replace the Additional Software so as to correct the defective performance; or (ii) at SSA's option, obtain the advice and assistance of SSA's Licensor to modify or replace the Additional Software so as to correct the defective performance. In the case of Third Party Software, related support and warranty provisions shall be determined in accordance with Supplemental Schedule C.

CLIENT shall give SSA prompt written notice of any claims under the foregoing warranties.

The foregoing warranties shall not apply to the extent that any alleged infringement or defect derives from: (i) a combination of the Software with any program, equipment or device not supplied or recommended by SSA; (ii) any modification or customization of the Software by or on behalf of CLIENT; or (iii) CLIENT's failure to promptly install any Updates or Upgrades provided by SSA (or SSA's Licensor).

9. DISCLAIMER OF OTHER WARRANTIES. Except as provided in Section 8, all warranties, conditions, representations and guarantees, whether express or implied, arising by law, custom, oral or written statements of SSA, SSA's Licensor, SSA's Affiliate or otherwise (including, but not limited to, any warranty of merchantability or fitness for particular purpose or of error-free and uninterrupted use) are hereby superseded, excluded and disclaimed. Without limiting the generality of the foregoing, SSA makes no warranty that Generated Code will contain computer programs with characteristics or specifications desired by CLIENT or that such Generated Code will be error free.

10. REMEDY LIMITATIONS. In no event shall SSA (including SSA's Licensor and SSA's Affiliate) be liable for any consequential damages, whether foreseeable, whether based upon lost goodwill, lost profits, loss of use of the Software, loss of use of money, loss of data or interruption in its use or availability, stoppage of other work, impairment of other assets or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, except only in cases of personal injury where and to the extent applicable law imposes such liability. CLIENT agrees that SSA's (including SSA's Licensor and SSA's Affiliate's) liability for damages, regardless of the form of action, shall, in any event, be limited to the Software license fees and On-Going Support fees received from CLIENT under this Agreement.

11. OWNERSHIP OF GENERATED CODE; INDEMNITY. Neither SSA (nor SSA's Licensor nor SSA's Affiliate) shall have any right, title, or interest in any Generated Code. CLIENT shall indemnify SSA (including SSA's Licensor

and SSA's Affiliate) against any loss, liability or expense (including reasonable attorney's fees) arising out of or in connection with the use, marketing, licensing or sale of any Generated Code or the maintenance, support or other services or activities related thereto.

12. TERMINATION. SSA shall have the right to terminate this Agreement for cause upon thirty (30) calendar days' written notice if CLIENT breaches any of its obligations under this Agreement and thereafter fails to cure such breach to the satisfaction of SSA within the first ten (10) days following CLIENT's receipt of such notice of termination. CLIENT shall, no later than the effective date of such termination: (i) purge all Software from all computer systems, terminals, personal computers, storage media, and any and all other devices and files with which the Software is used; (ii) return to SSA all copies (including partial copies) of the Software; and (iii) if requested by SSA, certify to SSA in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The termination of this Agreement for any reason shall not extinguish or diminish CLIENT's obligation under Section 7 to maintain the confidentiality of the Software, which obligation shall continue and survive termination of this Agreement.

13. ASSIGNMENT. This Agreement is personal to CLIENT and neither this Agreement nor any of CLIENT's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by CLIENT, including to any successor-in-interest to CLIENT's rights in the Licensed Computer, without SSA's prior written consent (which consent shall not be unreasonably withheld).

14. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, United States of America.

15. PAYMENT. CLIENT shall pay SSA the Software license fees and the On-Going Support fees as specified in the Supplemental Schedule(s) upon the signing of each Supplemental Schedule by CLIENT. If CLIENT selects the user Access based Method of Acquisition, CLIENT agrees to immediately notify SSA if the actual quantity of individual users or workstations (as applicable) exceeds the maximum number indicated in a Supplemental Schedule and immediately remit to SSA additional Software license fees and fees for On-Going Support in accordance with SSA's then current policies and procedures.

Payment shall be made in full, without deduction for any sales, use or other taxes or similar charges, which shall be borne exclusively by CLIENT and, to the extent required by applicable law, collected by SSA from CLIENT.

16. KEY. CLIENT acknowledges that a special security program ("Key") owned and controlled by SSA (or SSA's Licensor) may be required to render operational the Software. Any such Key will prevent the Software from operating (i) on any computer with a model number or serial number different from the Licensed Computer; or (ii) if applicable, for more than the maximum number of Access based users specified in the related Supplemental Schedule. SSA (or SSA's Licensor or SSA's Affiliate, as determined by SSA) shall deliver the permanent Key(s) to CLIENT promptly after CLIENT's payment in full of the applicable Software license fees and initial On-Going Support fees as specified in each Supplemental Schedule. Any attempt by any person other than an authorized SSA representative to alter, remove or deactivate the Key will be deemed a fraud by such person on SSA and a material breach by CLIENT of this Agreement.

If CLIENT selects the user Access based Method of Acquisition, CLIENT agrees that SSA may periodically gain access to the CLIENT site(s) to confirm the actual number of individual users or workstations (as applicable) gaining access to the Software and, if not Key protected at the time of initial delivery, install a Key to restrict access to the Software in accordance with the foregoing paragraph.

17. MISCELLANEOUS. CLIENT shall not disclose the terms and conditions of this Agreement to third parties (except CLIENT's auditors, legal counsel or third parties whose review is mandated by law) without the prior written authorization from SSA. No amendment of this Agreement or waiver of any rights hereunder shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought.

SSA is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

This Software License Agreement and each Supplemental Schedule shall be deemed effective on the date of signed acceptance by SSA. SSA's obligation to perform hereunder is, at SSA's option, contingent upon SSA's timely receipt from CLIENT of the original signed documents.

This Agreement contains the entire agreement and understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto. Any modification to this Agreement shall be in writing and signed by authorized representatives of the parties. For purposes of this Software License Agreement, each Supplemental Schedule, and any modification hereto or thereto, an authorized representative of SSA shall be deemed to mean the Chief Executive Officer, President or any Vice-President of SSA.

SEE ATTACHED APPENDUM

CLIENT agrees that it has read this Agreement, (including the front side hereof), understands it, and agrees to be bound by it.

For System Software Associates, Inc.

Signature

Joseph J. Stadra

Title or Printed Name

VP/CFO

Title / Date

7/31/97

For (Name of Client):

Minnesota Mining and
Manufacturing (3M)

Signature

Wayne D. Anderson

Title or Printed Name

Commodity Manager

Title / Date

7/31/97